

Supplemental Response Submitted February 24, 2006
Response to Office Action of October 26, 2005
Reissue of Patent No. 6,328,48

Attorney Docket No.: AFC-002/RE
Appl. No.: 10/729,582

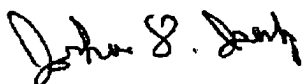
REMARKS

An amendment in response to the Office Action of October 26, 2005 was submitted on February 28, 2006. Two affidavits were submitted with the response. One affidavit, the affidavit of the inventor Benjamin Jian makes reference to a Non-Disclosure Agreement by John Bowers. The Applicant submits herewith a copy of this Non-Disclosure agreement.

CONCLUSION

The Applicant believes that the response submitted on February 28, 2006 was otherwise complete and the entry of the document submitted herewith is proper. The Applicant further submits that, for the reasons set forth in the February 26, 2006 amendment all claims are allowable over the prior art and define an invention suitable for patent protection. Furthermore, the Applicant submits that none of the pending claims present an impermissible recapture of subject matter surrendered during prosecution. The Applicants therefore respectfully request that the Examiner enter the "NON-DISCLOSURE AGREEMENT" document, reconsider the application, and point out the allowable subject matter in the next Office Action.

Respectfully submitted,



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Date: 2/28/2006

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NON-DISCLOSURE AGREEMENT

I, the undersigned, John E. Bowers, Ph.D., representing Enterprise Partners, of San Diego, California hereby agree for myself and for my employer or principal, if any, identified above, to receive Confidential or Proprietary information and data of Benjamin Jian, Ph.D., relating to "Fiber socket, and low-cost optical fiber transmitter and receiver", hereafter referred to as "Fiber Socket Technology", on the following terms and conditions:

1. Without Benjamin Jian's prior written consent, I will not disclose to anyone or make public or authorize the disclosure or publication for any reason of any confidential or proprietary information and data relating to Fiber Socket Technology which I may obtain orally or in writing from Benjamin Jian for a period of four (4) years from the date of execution below.
2. I will not use any such confidential or proprietary information and data except for the purpose of evaluating Fiber Socket Technology for Enterprise Partners. None of the disclosed information may be used in commercial or non-commercial (including educational) application or competition without the express written approval of Benjamin Jian.
3. For the purpose of this Non-Disclosure Agreement, "confidential or proprietary information and data" shall mean all information and data relating to Fiber Socket Technology known or developed by Benjamin Jian, including, without limitation, technical, marketing, financial, strategic, and other business information and data, which Benjamin Jian protects against unrestricted disclosure to others, and which is disclosed to me pursuant to this Non-Disclosure Agreement.
4. I understand that Benjamin Jian may disclose confidential or proprietary information and data to me either orally or in writing. When disclosed in writing, the information and data will be labeled by Benjamin Jian as "CONFIDENTIAL" or an equivalent conspicuous legend. When disclosed orally, all such information and data will be identified by Benjamin Jian as confidential or proprietary at the time of disclosure, with subsequent confirmation in writing referencing the date of the oral disclosure and summarizing the confidential or proprietary information and data disclosed. All confidential or proprietary information and data which I may reduce to writing as a result of any such oral disclosure shall be labeled "CONFIDENTIAL".
5. I shall have no obligation with respect to any item of confidential or proprietary information and data which I can demonstrate (a) appears in issued patents or printed publications; (b) was in my possession prior to the disclosure made by Benjamin Jian as shown by my written records; or (c) is the same as information and data which my written records show subsequently came into my possession, without restriction as to confidentiality, from a party having no obligation to Benjamin Jian to keep such information and data confidential.
6. I acknowledge that all information and data, including prototypes, samples, drawings, specifications, and written materials containing confidential or proprietary information and data, and all copies thereof and extracts therefrom, shall be and remain the property of Benjamin Jian, and shall be returned to Benjamin Jian upon demand.
7. I acknowledge that no rights or obligations other than those expressly recited herein are to be implied from this Non-Disclosure Agreement. No offer to sell any product is being made, and no right or license is hereby offered or granted, directly or indirectly, in any patent, patent application, or invention of Benjamin Jian.
8. The validity and interpretation of this Non-Disclosure Agreement shall be governed by the laws of the State of California.
9. This Non-Disclosure Agreement merges all prior discussions and is the entire understanding and agreement between me and Benjamin Jian concerning the protection of confidential or proprietary information and data relating to Fiber Socket Technology. Neither party shall be bound by any additional or other representation, condition, or promise except as subsequently set forth in a writing signed by the party to be bound. If any provision of this Agreement shall be deemed unenforceable in whole or in part, the remaining provisions shall remain valid and binding upon the parties.

Executed this 18 day of July, 1998


(Signature)

John E. Bowers, Ph.D.
Professor of Electrical Engineering
University of California, Santa Barbara
(Title)

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